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ROBERT G. SHEPHERD, JR.
LOUIS E. GITOMER

FAX:
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April 23, 1991

7246-H
RECORDATION NO. FILED 1425

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

APR 24 1991 -1 20 PM
INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

I have enclosed the original and one copy of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is a Release and Termination, a secondary document dated May 15, 1989. The primary document to which this is connected is recorded under Recordation No. 7246. We request that this release be recorded under Recordation No. 7246-H.

The names and addresses of the parties to the release are as follows:

First National Bank of Florida, successor to
Inter National Bank of Miami, N. A.
627 Southwest 27th Street
Miami, FL 33135

First Security Bank of Utah, N. A.
79 South Main Street
Salt Lake City, UT 84130-0007

A description of the equipment covered by the amendment consists of: 79 70-ton 52' 8" Bulkhead Flat Cars, with the following numbers:
DWC 605600 - 605660, inclusive, and DWC 605662 - 605679, inclusive.

A fee of \$15.00 is enclosed. Please return the original to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

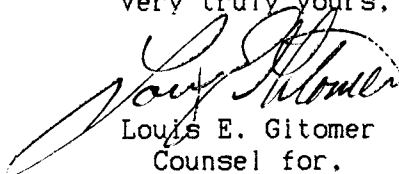
Handwritten signature: Louis E. Gitomer

Sidney L. Strickland, Jr.

A short summary of the document to appear in the index follows:

Release and Termination by First National Bank of Florida, successor to Inter National Bank of Miami, N. A., 627 Southwest 27th Street, Miami, FL 33135, and First Security Bank of Utah, N. A., 79 South Main Street, Salt Lake City, UT 84130-0007, covering 79 70-ton 52' 8" Bulkhead Flat Cars, with the following numbers: DWC 605600 - 605660, inclusive, and DWC 605662 - 605679, inclusive.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer
Counsel for.
GATX Capital Corporation

RECORDING NO. 7246 H
FILED 1485
APR 24 1991 -1 30 PM
INTERSTATE COMMERCE COMMISSION

RELEASE AND TERMINATION

(C.N. Trust No. 1/Lease 1-A)

WHEREAS, under a Lease of Equipment No. 1-A (the "Lease") dated as of January 15, 1974, between First Security Bank of Utah, N.A., not in its individual capacity but solely as Owner-Trustee (the "Owner-Trustee") under an Owner Trust Agreement dated as of January 15, 1974 and Canadian National Railway Company (the "Railroad"), the Railroad acquired the possession and use of the railroad equipment (the "Equipment") described in Schedule I to the Lease; and

WHEREAS, under an Equipment Trust Agreement No. 1 dated as of October 15, 1973 by and between First Union National Bank of Florida, N.A. (successor in interest to Inter National Bank of Miami) as trustee (the "Trustee") and the Owner-Trustee, the Owner-Trustee agreed to sell, assign and transfer to the Trustee the title to the Equipment to be leased by the Railroad until the Owner-Trustee fulfilled its obligations under the Equipment Trust Agreement; and

WHEREAS, under an Assignment of Lease and Agreement No. 1-A dated January 15, 1974, the Owner-Trustee assigned, transferred and set over to the Trustee all of its right, title and interest as Lessor under the Lease, the Owner-Trustee's rights, powers, privileges and other benefits to secure payment of the Equipment Trust Certificates issued by the Trustee; and

WHEREAS, all obligations have been met and the final payments under the Equipment Trust Certificates were made on or about May 15, 1989, all rights assigned to the Trustee are terminated, and all estate, right, title and interest of the Trustee in and to the Equipment and Lease are hereby reverted to the Owner-Trustee; and

WHEREAS, pursuant to a Bill of Sale, dated May 15, 1989 in substantially the form attached hereto, the Owner-Trustee has sold and conveyed to SLX Canada Inc. all the right, title and interest of the Owner-Trustee in and to the Equipment subject to the Lease.

NOW, THEREFORE, in consideration of the payment of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner-Trustee, not in its personal or corporate capacity, but solely as owner-trustee under the described Owner Trust Agreement, acknowledges and declares the Lease to be satisfied and cancelled and does consent that the same be terminated and

released of record, and hereby relinquishes unto the Railroad all of the Owner-Trustee's right, title, interest in and to the Equipment, provided, however, any claim or liability of the Owner-Trustee or the Railroad under the Lease arising from acts or circumstances existing prior to the date hereof or which under the terms of the Lease is to survive termination of the Lease shall not be released or otherwise affected hereby.

The Equipment Trust Agreement was recorded with the Interstate Commerce Commission ("ICC") on November 21, 1973 and was assigned the ICC recordation number 7246, the Lease of Equipment was recorded with the ICC on November 21, 1973, 1973 and was assigned the ICC recordation number 7246-A and the Assignment of Lease and Agreement was recorded with the ICC on November 21, 1973 and assigned the recordation number 7246-B.

The parties below have caused this instrument to be executed in their names by their duly authorized representatives to be effective as of the 15th day of May, 1989.

(Corporate Seal)

First National Bank of Florida
(successor to Inter National
Bank of Miami, N.A.) as
Trustee for holders of the
Equipment Trust Certificates

By: *Harry Lee Breunlich*
Its: *Trust Officer*

(Corporate Seal)

First Security Bank of Utah,
N.A., as Owner-Trustee

By: *M. Mayo*
Its: ASSISTANT VICE PRESIDENT

State of Florida

County of Broward

On this 11th day of April, 1991, before me personally appeared Holly Lee Arencibia, to me personally known, who being by me sworn, says that she is Trust Officer of First Union National Bank of Florida, that the seal affixed to the foregoing instrument is the seal of said entity, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lail M. Soelove
Notary Public

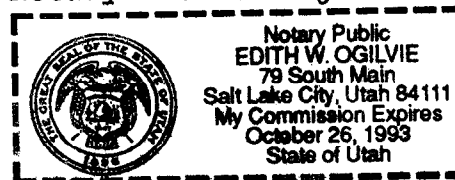
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 19, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITER

State of ~~Florida~~ Utah

County of ~~Broward~~ Salt Lake

On this 16 day of April, 1991, before me personally appeared Tanta Lisa Clayton, to me personally known, who being by me sworn, says that she is Asst. Vice Pres of First Security Bank of Utah, that the seal affixed to the foregoing instrument is the seal of said entity, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edith W Ogilvie
Notary Public



BILL OF SALE

GATX Leasing Corporation, as Beneficial Owner, and First Security Bank of Utah, N.A., as Owner Trustee, under that Lease of Equipment No. 1-A dated January 15, 1974 (hereinafter collectively called the "Seller"), for valuable consideration paid by SLX Canada Inc. (hereinafter called the "Buyer"), at or before the execution and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, transfer and set over unto the Buyer, its successors and assigns, the property described in Schedule 1 attached hereto (the "Property").

TO HAVE AND TO HOLD the above described Property unto the Buyer, its successors and assigns, for its and their own use and behalf, forever.

And the Seller hereby warrants unto the Buyer, its successors and assigns that, as of the date hereof, the Seller has legal title to the Property and good and lawful right to dispose of said Property.

The Seller further warrants that the aforesaid Property is free and clear of all claims, liens, security interests and other encumbrances of record by or in favor of any person claiming by, through or under the Seller other than such claims, liens, security interests and other encumbrances which are the responsibility of the Lessee under the Lease of Equipment No. 1-A dated as of January 15, 1974, between the Owner Trustee and the Buyer.

THE AFORESAID PROPERTY IS BEING SOLD HERE ON AN "AS IS, WHERE IS" BASIS AND "WITH ALL FAULTS". THE SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND EXPRESSLY DISCLAIMS LIABILITY FOR LOST PROFIT OR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR COMMERCIAL LOSSES AND ALL OTHER OBLIGATIONS OR LIABILITIES.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by a duly authorized representative on this 15th day of May, 1989.

GATX LEASING CORPORATION
(Beneficial Owner)

By [Signature]
Title _____

FIRST SECURITY BANK OF UTAH, N.A.
(not in its individual capacity but solely
in its capacity as Owner Trustee)

By [Signature]
Title Asst. Trust Officer

0431H/111

SCHEDULE 1

<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>
79	70-ton 52'6" Bulkhead Flat Cars	DWC 605600 to 605650 DWC 605662 to 605679